

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

SAND LODGING, INC.)	
)	
Plaintiff,)	Case No.:
)	
v.)	District Judge
)	Magistrate Judge
RETZKE LLC,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, SAND LODGING, INC., by its attorneys, WILLIAMSMcCARTHY LLP, for its Complaint against Retzke LLC for breach of contract, states as follows:

1. Sand Lodging, Inc. ("Sand Lodging") is a Minnesota corporation with its principal office in Waite Park, Minnesota.

2. Retzke LLC ("Retzke") is a Wisconsin limited liability company with its principal office in Appleton, Wisconsin.

3. This Court has diversity jurisdiction pursuant to 28 USC § 1332(a) because Retzke, LLC's sole member, Daniel Retzke, is a Wisconsin resident, this is a dispute between citizens of different states, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

4. This Court has personal jurisdiction over Retzke in Wisconsin because Retzke is a resident of Wisconsin.

5. Venue is proper within the Eastern District of Wisconsin pursuant to 28 USC § 1391(b) because a substantial part of the events giving rise to these claims occurred within this judicial district and Retzke is subject to personal jurisdiction in this judicial district.

6. On August 30, 2019, Retzke and Sand Lodging entered into a Loan Agreement and Promissory Note, a true and correct copy of which is attached hereto as Exhibit A.

7. Pursuant to Exhibit A, Retzke is contractually obligated to pay to Sand Lodging the principal sum of \$163,620.43.

8. From the date of the Loan Agreement and Promissory Note through July 31, 2021, the total amount due and owing from Retzke to Sand Lodging is approximately \$231,816.85, plus interest.

9. Despite repeated demands by Sand Lodging, no part of this outstanding balance has been paid.

10. Pursuant to the terms of Exhibit A, the failure to pay is an "Event of Default."

11. The outstanding principal balance of the Loan Agreement and Promissory Note bears an interest rate of 18% per annum, compounded monthly. Exhibit A, Section 3, Page 3.

12. Upon the occurrence of an Event of Default, Sand Lodging can accelerate the maturity date and declare the entire unpaid balance, together with all accrued and unpaid interest due.

WHEREFORE, Plaintiff, SAND LODGING, INC., asks for a judgment against RETZKE LLC, in the amount of \$230,418.60, plus pre-judgment and post-judgment interest, plus any other relief this Court deems just.

SAND LODGING, INC., Plaintiff,

BY: WILLIAMSMcCARTHY LLP

BY: /s/ Joel M. Huotari

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